

Fill in this information to identify the case (Select only one Debtor per claim form):

Debtor: Revelation Energy, LLC

Case Number: 3:19-BK-30292

Official Form 410

Proof of Claim

08/19

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense (other than a claim entitled to priority under 11 U.S.C. § 503(b)(9)). Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?	<u>Triple H Real Estate, LLC</u> Name of the current creditor (the person or entity to be paid for this claim)  Other names the creditor used with the debtor _____	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent?  Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent?  <u>Dinsmore &amp; Shohl LLP</u> Name <u>611 Third Avenue</u> Number Street <u>Huntington</u> <u>WV</u> <u>25701</u> City State ZIP Code  Contact phone <u>304-529-6181</u> Contact email <u>janet.holbrook@dinsmore.com</u>	Where should payments to the creditor be sent? (if different)  <u>Patricia A. Hoops</u> Name <u>1051 Main Street</u> Number Street <u>Milton</u> <u>WV</u> <u>25541</u> City State ZIP Code  Contact phone _____ Contact email _____
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on <u>MM / DD / YYYY</u>	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	

**Part 2: Give Information About the Claim as of the Date the Case Was Filed**

6. Do you have any number you use to identify the debtor?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____
7. How much is the claim?	\$ <u>212,800.00</u> Does this amount include interest or other charges? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).
8. What is the basis of the claim?	Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or creditcard. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information.  <u>Rent for office space</u>
9. Is all or part of the claim secured?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. The claim is secured by a lien on property. <div style="margin-left: 40px;"> <b>Nature of property:</b>  <input type="checkbox"/> Real estate. If the claim is secured by the debtor's principal residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i>.  <input type="checkbox"/> Motor vehicle  <input type="checkbox"/> Other. Describe: _____         </div> <div style="margin-left: 40px;"> <b>Basis for perfection:</b> _____          Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)         </div> <div style="margin-left: 40px;"> <b>Value of property:</b> \$ _____         </div> <div style="margin-left: 40px;"> <b>Amount of the claim that is secured:</b> \$ _____         </div> <div style="margin-left: 40px;"> <b>Amount of the claim that is unsecured:</b> \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)         </div> <div style="margin-left: 40px;"> <b>Amount necessary to cure any default as of the date of the petition:</b> \$ _____         </div> <div style="margin-left: 40px;"> <b>Annual Interest Rate (when case was filed)</b> _____ %  <input type="checkbox"/> Fixed  <input type="checkbox"/> Variable         </div>
10. Is this claim based on a lease?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Amount necessary to cure any default as of the date of the petition. \$ <u>212,800.00</u>
11. Is this claim subject to a right of setoff?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Identify the property: _____

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

☒ No

☐ Yes. Check one:

Amount entitled to priority

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

\$ \_\_\_\_\_

☐ Up to \$3,025\* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

\$ \_\_\_\_\_

☐ Wages, salaries, or commissions (up to \$13,650\*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

\$ \_\_\_\_\_

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

\$ \_\_\_\_\_

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

\$ \_\_\_\_\_

☐ Other. Specify subsection of 11 U.S.C. § 507(a)( ) that applies.

\$ \_\_\_\_\_

\* Amounts are subject to adjustment on 4/01/22 and every 3 years after that for cases begun on or after the date of adjustment.

13. Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9)?

☒ No

☐ Yes. Indicate the amount of your claim arising from the value of any goods received by the Debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

\$ \_\_\_\_\_

### Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☒ I am the creditor.

☐ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.


☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date \_\_\_\_\_ (mm/dd/yyyy)



Signature

Print the name of the person who is completing and signing this claim:

Name Patricia A. Hoops

First name

Middle name

Last name

Title

Manager

Company

Triple H Real Estate, LLC

Identify the corporate servicer as the company if the authorized agent is a servicer.

Address

1051 Main Street

Number

Street

Milton

WV

25541

City

State

ZIP Code

Contact phone

Email

**COMMERICAL TRIPLE NET LEASE**

THIS COMMERCIAL TRIPLE NET LEASE (this "Lease") is made and entered into as of the 1<sup>st</sup> day of January, 2012, by and between TRIPLE H REAL ESTATE, LLC, a West Virginia limited liability company (hereinafter referred to as the "Landlord"), and REVELATION ENERGY, LLC, Kentucky limited liability company (hereinafter referred to as the "Tenant").

1. **Premises.** Landlord hereby demises and leases to Tenant and Tenant hereby accepts and leases from Landlord, for the term and upon the terms and conditions hereinafter set forth, that portion of the property and improvements thereon, located at 1051 Main Street, Milton, West Virginia, and currently used and occupied by Tenant, being a portion of the property described in the Quitclaim Deed of record in the Office of the Clerk of the County Commission of Cabell County, West Virginia in Deed Book No. 1209 beginning at Page No. 410 (hereinafter referred to as the "Premises").

2. **Term.** The term of this Lease shall be for a period of twelve months (12) commencing on January 1, 2012 and ending at 11:59 p.m. on December 31, 2012, both dates inclusive, unless sooner terminated as hereinafter provided or unless renewed as hereinafter provided. Thereafter, this Lease shall automatically be renewed on a month-to-month basis until either Landlord or Tenant notifies the other party, in writing, of its desire to terminate this Lease.

3. **Rent.** For each month this Lease remains in effect, Tenant shall pay to Landlord, as rental for the occupation and use of the Premises, a monthly rental of Six Thousand Eight Hundred Dollars (\$6,800). For each year after December 31, 2012, rent shall increase by Two Hundred Dollars (\$200) per month from the monthly rent amount applicable during the preceding calendar year.

4. **Utilities.** As additional consideration, Tenant shall pay, directly to the appropriate supplier, the cost of all utilities supplied to the Premises used or consumed on the Premises, including (but not limited to) water, gas, electric, phone and garbage service.

5. **Ad Valorem Taxes.** Landlord shall pay all real estate taxes as well as all fire service, municipal and related fees, levied, assessed or imposed upon the Premises as indicated for each calendar year during this Lease.

6. **Improvements to Premises.** Tenant may, after first having obtained the written consent of Landlord, which consent may be withheld for any reason in Landlord's sole discretion, at Tenant's sole cost, make whatever improvements to the Premises from time to time, or at any time, as may be necessary for the Tenant's intended use; provided however, in no event shall such improvements materially depreciate the value of the Premises. All such improvements shall, at the option of Landlord, become a part of the Premises and the sole property of Landlord upon the termination of this Lease.

7. **Damage by Fire or Other Casualty.** If the Premises are destroyed or damaged, in whole or in part by fire or other casualty, either party shall have the option to terminate this

Lease upon written notice, such notice to be given within thirty (30) days after such fire or other casualty.

8. **Indemnity.** Tenant during the term of this Lease will indemnify Landlord against and hold Landlord harmless from all claims, demands and/or causes of action including all costs, expenses and attorneys fees of Landlord incident thereto for (1) injury to or death of any person or loss of or damage to any property, including the Premises, (2) failure by Tenant to perform any covenant required to be performed by Tenant hereunder, (3) failure to comply with any requirements of any governmental authority, (4) any mechanic's lien or security agreement filed against the Premises, any equipment therein or any materials used in the construction or alteration of any building or improvement thereon, where such claims, demands, and/or causes of action arise from or are incidental to the use of the Premises by Tenant, its officers, agents, servants, employees and/or invitees.

9. **Insurance.** Tenant agrees that it will, at its cost and expense, obtain and keep in force and effect in the names of both Landlord and Tenant, as their respective interests may appear, general liability insurance against any and all claims for personal injury or property damage occurring in, upon or about the Premises during the term of this Lease.

10. **Surrender of Possession.** Upon expiration or termination of this Lease, Tenant shall surrender possession of the Premises immediately to Landlord.

11. **Manner of Use.** Tenant shall not cause or permit the Premises to be used in any way that constitutes a material violation of any law, ordinance or governmental regulation or order.

12. **Default.**

(a) Tenant shall be deemed to be in default hereunder ("Default") if:

(i) Tenant shall fail to make any payment due hereunder, and such a failure shall continue unremedied for a period of ten (10) days from receipt by Tenant of written notice thereof from Landlord; or

(ii) Tenant shall fail to perform or observe any other condition or agreement to be performed or observed by it hereunder, and such failure shall continue unremedied for a period of thirty (30) days after written notice thereof to Tenant by Landlord (provided, however, that if such failure cannot be remedied within said thirty (30) day period, Tenant shall not be in default hereunder so long as Tenant commences reasonable efforts to effect such remedy within the thirty (30) day period and diligently pursues such efforts to their completion).

(b) In the event of a Default, Landlord shall have the right, at Landlord's option:

(i) to cancel this Lease effective immediately or effective as of any date Landlord may select; or

(ii) to proceed one or more times for past due installments of rent only, without prejudicing the right to proceed later for additional installments or exercise any other remedy; and/or

(iii) to have recourse to any other remedy or mode of redress to which Landlord may be entitled by law.

(c) In the event Landlord exercises the right to cancel this Lease, then:

(i) Landlord shall have the right, as soon as said cancellation is effective, to re-enter the Premises, and to re-let the same for such price and such terms as may be immediately available, which may be less than or exceed the period which would otherwise have constituted the balance of the then existing term of this Lease; and

(ii) Tenant shall remain liable for any deficiency between the rents and additional rents (utilities, etc.) to be paid under this Lease and the net amount (net after legal expenses, attorney fees, broker fees and costs of putting and keeping the Premises in good order) of the rents and additional rents to be collected on account of such re-letting. The failure of the Landlord to re-let the Premises or any part thereof shall not release Tenant or affect its liability for the deficiency.

(d) Failure of Landlord to exercise any right granted in this Paragraph shall not be construed as a waiver of the right and no indulgence by Landlord shall be construed as a waiver of any right herein granted.

**13. Unenforceability or Invalidity.** The parties hereto intend all provisions of this Lease to be enforced to the fullest extent permitted by law. Accordingly, should a court of competent jurisdiction determine that the scope of any provision is too broad to be enforced as written, the parties intend that the court should reform the provision to such narrower scope as it determines to be enforceable. If, however, any provision of this Lease is held to be illegal, invalid, or unenforceable under present or future law, such provision shall be fully severable; this Lease shall be construed and enforced as if such illegal, invalid or unenforceable provision were never a part hereof; and the remaining provisions of this Lease shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance, except to the extent such remaining provisions constitute obligations of another party to this Lease corresponding to the unenforceable provision.

**14. Sublease or Assignment.** Tenant shall not assign, transfer, mortgage, or pledge this Lease and will not sublet the Premises or any part thereof without first obtaining the Landlord's written consent, which consent may be withheld for any reason in Landlord's sole discretion.

15. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective officers, directors, shareholders, employees, attorneys, agents, subsidiaries, affiliates, personal representatives, descendants, heirs, predecessors, successors and assigns.

16. **Governing Law and Venue.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of West Virginia.

17. **Amendment.** This Lease may not be amended or modified except by means of a written agreement duly signed and executed by Landlord and Tenant.

18. **Entire Agreement.** This Lease contains the entire understanding between the parties with respect to the matters contained herein, and supersedes all previous agreements or representations, either oral or written, heretofore in effect between the parties made with respect to the matter contained, and when duly executed, constitutes the entire agreement between the parties.


19. **Short Form of Lease.** This Lease shall not be recorded. Either Landlord or Tenant shall, upon the request of the other, execute, acknowledge and deliver to the other a "short form" memorandum of this Lease for recording purposes.

20. **Waiver of Covenant.** Failure of either party to require strict performance by the other party of any of the covenants, provisions or conditions of this Lease, on one or more occasions, shall not constitute a waiver by such party of the right thereafter to require strict compliance with said covenants, provisions and conditions.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year hereinabove set forth.

**LANDLORD:**

TRIPLE H REAL ESTATE, LLC

By:   
JEFFERY A. HOOPS, SR.  
Its: Manager

**TENANT:**

REVELATION ENERGY, LLC

By:   
JEFFERY A. HOOPS, SR.  
Its: President and CEO

**Outstanding Rent**

JAN 2017	\$	7,600.00
FEB 2017	\$	7,600.00
March 2017	\$	7,600.00
April 2017	\$	7,600.00
May 2017	\$	7,600.00
June 2017	\$	7,600.00
July 2017	\$	7,600.00
Sept 17 Rent	\$	7,600.00
Oct 17 rent	\$	7,600.00
Nov 17 Rent	\$	7,600.00
Dec 17 Rent	\$	7,600.00
Jan 18 Rent	\$	7,600.00
Feb 18 Rent	\$	7,600.00
Mar 18 Rent	\$	7,600.00
April 18 Rent	\$	7,600.00
May 18 Rent	\$	7,600.00
June 18 rent	\$	7,600.00
July 18 Rent	\$	7,600.00
Aug 18 Rent	\$	7,600.00
Sept 18 Rent	\$	7,600.00
Oct 18 Rent	\$	7,600.00
Nov 18 Rent	\$	7,600.00
Jan 19 Rent	\$	7,600.00
Feb 19 Rent	\$	7,600.00
Mar 19 Rent	\$	7,600.00
April 19 Rent	\$	7,600.00
May 19 Rent	\$	7,600.00
June 19 Rent	\$	7,600.00
	<u>\$</u>	<u>212,800.00</u>